

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

**MOSSY OF MISSISSIPPI, LLC, and
NISSAN OF PICAYUNE, LLC**

PLAINTIFFS

v.

CIVIL NO. 1:16-cv-135-HSO-JCG

**AUTOMOTIVE ALTERNATIVE, LLC,
and PETE GARRETT**

DEFENDANTS

**ORDER GRANTING IN PART AND DENYING IN PART
PLAINTIFFS' MOTION FOR DEFAULT JUDGMENT [15]**

BEFORE THE COURT is Plaintiffs Mossy of Mississippi, LLC and Nissan of Picayune, LLC's, Motion for Default Judgment [15] pursuant to Federal Rule of Civil Procedure 55(b)(2).¹

The record reflects that Defendants, Automotive Alternative, LLC and Pete Garrett have made no appearance and have filed no answer to Plaintiffs' Original Complaint. On Jun 9, 2016, Plaintiffs, Mossy of Mississippi, LLC and Nissan of Picayune, obtained a Clerk's Entry of Default [14] against Defendants, Automotive Alternative, LLC and Pete Garrett.

The record reflects that Defendants Automotive Alternative, LLC and Pete Garrett owe to Plaintiffs, Mossy of Mississippi, LLC and Nissan of Picayune, LLC the following monies:

¹ Plaintiffs cited to to FED. R. CIV. P. 55(b)(1); however, the Motion is before the Court pursuant to FED. R. CIV. P. 55(b)(2).

Mossy of Mississippi, LLC	\$ 28,800.00
Nissan of Picayune, LLC	\$ 99,850.00
Attorney's Fees	\$ 3,330.00
Costs	<u>\$ 880.82</u>
Total	\$132,860.82

After due consideration of the Motion for Default Judgment, the affidavit submitted, the record, and relevant legal authority, the Court finds that Plaintiffs' Motion is well taken and should be granted as to Plaintiffs' request for damages, attorney's fees and costs. Plaintiffs' request for post-judgment interest at the rate of 18% is not well taken and will be denied, and the post-judgment interest rate will be set pursuant to 28 U.S.C. § 1961. "Federal law governs post-judgment interest in federal cases, including diversity cases." *Tricon Energy Ltd. v. Vinmar Int'l, Ltd.*, 718 F.3d 448, 458-59 (5th Cir. 2013) ("Parties wishing to contract around the statutory rate must do so using clear, unambiguous, and unequivocal language, otherwise, the contract merely merges into the judgment.") (internal citations and quotations omitted)).

For the foregoing reasons, the Court will grant in part Plaintiffs' Motion for Default Judgment [15] and will enter a Default Judgment against Defendants Automotive Alternative, LLC and Pete Garrett, in the total amount of \$132,860.82, inclusive of attorney's fees and costs. The Court will deny in part Plaintiffs' Motion as to the post-judgment rate of interest at 18%, and instead will grant to Plaintiffs post-judgment interest pursuant to 28 U.S.C. § 1961.

IT IS, THEREFORE, ORDERED AND ADJUDGED, that Plaintiffs' Motion [15] for Default Judgment is **GRANTED IN PART and DENIED IN PART**. The Court will enter a separate Default Judgment against Defendants Automotive Alternative, LLC and Pete Garrett.

SO ORDERED AND ADJUDGED, this the 20th day of July, 2016.

s/ Halil Suleyman Ozerden

HALIL SULEYMAN OZERDEN
UNITED STATES DISTRICT JUDGE